

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE EXECUTIVE DEPARTMENT***

**REQUEST FOR QUALIFICATIONS:  
ENERGY MANAGEMENT PARTNER SERVICES  
*RFQ #16-16***

**Proposal Due Date: September 11, 2015 at 11:00 a.m.**

**AUGUST 2015**

**Setti D. Warren, Mayor**



**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR QUALIFICATIONS #16-16**

This City of Newton Request For Qualifications (RFQ) invites sealed proposals for

**ENERGY MANAGEMENT PARTNER SERVICES**

Statements of Qualifications (SOQs) will be received until: **11:00 a.m., Friday, September 11, 2015**  
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.

Documents associated with this RFQ (Contract Documents) will be available online at the City's website:  
[www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., August 27, 2015.**

Proposers are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Proposers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #16-16) they have downloaded.

The term of the contract **shall extend one (1) year from the day of contract execution.**

Proposers shall submit a technical, or non-price proposal which includes everything responsive to this RFQ except the proposed contract price, and a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requests made in the RFQ. The price proposals shall be submitted on the Price Proposal #16-16 Form included in this RFQ.

**All proposals shall be submitted (i) for the technical proposal, one ORIGINAL and four (4) COPIES and (ii) for the price proposal, ONE COPY. In addition, a digital DVD copy of the technical proposal is requested, but not required.**

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

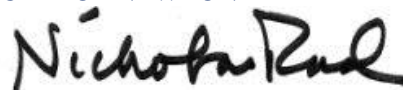
All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the proposer downloading these bids to ensure they have received any and all addenda prior to the submittal date. Addenda will be available online within the original bid document as well as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #16-16) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

**CITY OF NEWTON**



Nicholas Read  
Chief Procurement Officer  
August 27, 2015



**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT**

**August 27, 2015**

**REQUEST FOR QUALIFICATIONS #16-16**

**ENERGY MANAGEMENT PARTNER SERVICES**

**I. INTRODUCTION**

The CITY OF Newton has decided that the public good and public safety will be served by making all buildings in the City, whether public or private, as energy efficient as possible. The City has launched an initiative – “Newton Energy Savers” (NES) to leverage the existing MassSave program. The City seeks qualified consultants that can work within this initiative to provide opportunities for homeowners to improve the energy performance of their homes. The City understands the barriers that have prevented energy efficiency in urban housing, including high transaction costs and split incentives, and seeks a provided to apply an innovative approach to overcome these challenges and achieve substantial energy savings on a city-wide basis. NES is part of a larger effort to reduce greenhouse gas emissions throughout the City from all sources.

The City is issuing this Request For Qualifications (RFQ) for an energy management partner (EMP) to coordinate energy efficiency assessments and retrofits in 1-4 family residential buildings in Newton. The EMP will develop and implement a package of comprehensive energy efficiency retrofits, including insulation and heating systems. Such “packages” shall include design, implementation and installation of comprehensive energy efficiency measures. The EMP is expected to build on and fully utilize Massachusetts’ existing utility weatherization and energy efficiency programs. The foregoing are collectively referred to as the “Services”.

The EMP’s Services will be paid from the sale of energy efficiency equipment and services it sells to the energy consumers it serves. The City nonetheless has an interest in how and which EMP is selected as the City will, based on this RFQ, be recommending the EMP to its citizens. The City will not pay or provide funding to the EMP, but will actively co-sponsor the program with the EMP. The City will encourage eligible residents, landlords and tenants to participate in the program and install all energy efficiency measures that are economically beneficial. The City will work with the electric and gas utilities serving the City and with environmental organizations and other stakeholders to facilitate appropriate cobranding and coordination to increase the success of the program. The City will work with the EMP to seek other sources of assistance and any enhancements to utility and other programs that would improve the success of this campaign. The City will collaborate with the EMP in marketing the program.

By issuing this RFQ, it is the intent of the City to use a competitive sealed procurement process to the extent appropriate. The services sought are “energy related services” as that term has been defined in *Northeast Energy Partners, LLC v. Mahar Regional School District*, 462 Mass. 687 (2012), and are therefore exempt from Chapter 30B, M.G.L. c.30B, §1(b)(33). Depending on the EMP selected, this RFQ may also be exempt as a grant agreement under M. G. L. c.30B §2. So while the City is using a competitive process, it is not its intent to follow Chapter 30B, and the requirements and procedures of this procurement shall be as set forth in this RFQ and not in reference to any statute or regulation. The City reserves the right to amend or cancel the terms of the RFQ if it determines it is in the best interests of the City to do so.

Pursuant to the foregoing the City requests competitive sealed Statements of Qualification (SOQs) from qualified EMPs to provide energy consulting services to the citizens of Newton.

The agreement resulting from this RFQ (“EMP Agreement”) will have a term of one (1) year with two additional options of one year each, exercisable at the sole discretion of the City. The EMP Agreement will be subject to the City’s right to terminate without cause for convenience. In the event of termination the City shall have no obligation to the EMP. Any energy related services that are outside the Scope of Work shall be performed only pursuant to a separate written agreement between the City and the EMP.

It is understood and agreed that it shall be a material breach of any contract resulting from the request for the EMP to engage in any practice that violates any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in the hiring,



discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age, or ancestry.

## II. INSTRUCTIONS TO PROPOSERS

A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All SOQs must be submitted, in accordance with the terms of this RFQ, to the *Chief Procurement Officer* in the Purchasing Department Newton City Hall, 1000 Commonwealth Avenue, Room 201, Newton MA 02459, **no later than 11:00 a.m., Friday, September 11, 2015.**

Only EMPs that are registered with the Massachusetts Department of Utilities and with a Department of Public Utilities rating of "CI" or "RCI" are eligible to submit an SOQ hereunder. A copy of your more recent license must accompany your response to this RFQ.

**One (1) original and four (4) copies** of the SOQ and **one (1) original** Schedule of Fees to be charged by the EMP for energy efficiency equipment and services it sells to the energy consumers it serves. (Price Proposal) in the form provided in Attachment B must be submitted in **SEPARATE SEALED ENVELOPES**. Envelopes shall be marked, respectively,

**"STATEMENT OF QUALIFICATIONS – RFQ #16-16 – Energy Management Partner Services"**

and

**"PRICE PROPOSAL – RFQ #16-16 – Energy Management Partner Services"**

along with your firm's name on both envelopes. If a Price Proposal is included in the SOQ, the SOQ may be rejected.

Proposals must have information submitted in the same order of the criteria as listed in this RFQ and pages shall be numbered in the bottom footer.

**Faxes proposals will not be accepted.**

B. **QUESTIONS:** Inquiries involving procedural or technical matters must be received in writing, no later **than Friday, September 4, 2015 at 12:00 noon to:**

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or facsimile (617) 796-1227

All additional information shall be put into the form of an addendum. Each addendum will be posted on the City's website at [www.newtonma.go/bids](http://www.newtonma.go/bids) under the document #16-16 and will be emailed to those listed on the Bidder's list as having received (picked-up or downloaded) this RFQ.

**If have downloaded the RFQ, please be sure to email us ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your Name, Address, Phone and Fax numbers and what RFQ number you have downloaded.**

**ADDENDUM: Proposers shall acknowledge any/all addendum(s) on the first line of its Transmittal Sheet of SOQ, as well as on the designed line provided in the Price Proposal. A Transmittal Letter/Sheet is a business letter and should be formatted accordingly; that is, you should include the recipient's address, your address, a salutation and closing.**

C. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirement of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFQ documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.



D. TIMELINE:

<b>RFQ Released:</b>	<b>Thursday, August 27, 2015 at 10:00 a.m.</b>
<b>Questions Deadline:</b>	<b>Friday, September 4, 2015 at 12:00 noon</b>
<b>Addenda with Answers:</b>	<b>Tuesday, September 8, 2015 at 3:00 p.m.</b>
<b>SOQ Submittal:</b>	<b>Friday, September 11, 2015 at 11:00 a.m.</b>

E. STATEMENT OF QUALIFICATIONS FORMAT: All SOQs shall follow the order of this RFQ. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

III. REVIEW AND SELECTION

The *Chief Procurement Officer* or the SOQ evaluation committee may reject SOQs that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions. The City may rescind or modify this RFQ if, in its judgement, no SOQs responsive to this request were submitted or as otherwise determined to be in the best interests of the City.

There will be no public opening of submitted SOQs. Following the deadline for receipt, the *Chief Procurement Officer* will open the SOQs and prepare a register of submitting firms, which register shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The SOQs shall be evaluated by a committee appointed by the *Chief Procurement Officer* (Evaluation Committee). The Evaluation Committee members shall prepare their evaluations based on the criteria contained herein and rank proposers based on their qualifications.

Any proposer submitting as SOQ must satisfy all requirements of the RFQ. **SOQs that do not demonstrate compliance will not be further considered.**

The City of Newton reserves the right to waive any information in any or all SOQs, or to reject any or all SOQs, if it be in the public interest to do so.

All SOQs will be evaluated by assigning a ranking of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable for each of the following criteria:

1. Proposer's implementation plan identifying how it will carry out the scope identified in this RFQ and achieve the maximum energy savings and other benefits to residents and owners of 1-4 family residential buildings in Newton.
2. Proposer's business case and service delivery methods through which it can serve the target audience of owners and residences of 1-4 family buildings.
3. A schedule for developing and rolling out a marketing and implementation campaign.
4. Proposer's website, or plans to develop one, that has the capacity to track energy reduction, as well as create competitions among villages within the City.
5. Proposer's strategy to achieve or exceed the target of 1000 energy assessments in 1-4 family homes by the end of September, 2016.
6. Plan to collect and manage utility usage data of the City's residents.
7. Proposer's approach to overcoming the challenge of split incentives between landlord and tenants.
8. A defined set of improvements to be offered to residents and participants of NES, a monthly reporting to the City.



9. The Proposer's qualifications and capabilities to provide the Services.
10. Being, or be capable of becoming, a Home Performance Contractor (PPC), and an Independent Installation Contractor (IIC) under the MassSave Home Energy Services any must be capable of engaging with the MassSave program is so as to meet the objectives of this program.
11. The reasonableness of the EMP's charges for energy efficiency equipment and services it sells to the energy consumers it serves.

Upon completion of the review of the SOQs, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous based qualitative rankings and the Price Proposal. The City reserves the right to award a contract as determined to be in the best interests of the City, provided however, that if the contract is awarded to a proposer other than the one submitting lowest Price Proposal, the City shall prepare a written justification therefore.

All SOQs and Price Proposals shall remain firm for one hundred twenty (120) calendar days after the SOQ opening.

If the selected EMP fails to enter into a contract within ten (10) calendar days following the funding award announcement, then the City reserves the right to award the contract to the next most advantageous response, or may, at its discretion, rescind the offer(s) and reissue the RFQ.

The City reserves the right to negotiate final contract award amounts for EMP services with the successful proposer.

#### IV. CUSTOMER INFORMATION

Newton is a City with a population of approximately 85,000 and is distinguished by its 13 villages, each with its own distinctive character. It has 31,139 households. The City of Newton borders on the City of Boston and is easily accessible by Interstate 90 (Mass Pike) and 95, and some minor arterials, including Routes 9 and 16, as well as local streets.

#### ATTACHMENTS:

- A Contract Forms, pp. 15-17 (not required to be submitted with proposal, only as reference)
- B Price Proposal Form, pp. 18-19.

#### ENCLOSED FORMS

Note: All of the Items below are to be submitted as part of the Proposal response:

1. Proposer's Qualifications and Reference Form, pages 7 and 8
2. Non-Collusion Affidavit, page 9
3. Debarment Suspension Certification, page 10
4. IRS W-9 Form, page 11
5. Certificate of Authority – Corporate, page 12
6. Certificate of Foreign Corporation, page 13
7. Certificate of Tax Compliance, page 14
8. Price Proposal Form, page 18



## CITY OF NEWTON

### PROPOSER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_



DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_



## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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(Signature of individual)

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Name of Business



City of Newton



Mayor  
Setti D. Warren

PURCHASING DEPARTMENT  
NICHOLAS READ *CHIEF PROCUREMENT OFFICER*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request For Proposal #16-16

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

### III. Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.



**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	
	<b>X</b> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON ORBEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON ORAFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

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**Name of person signing proposal**

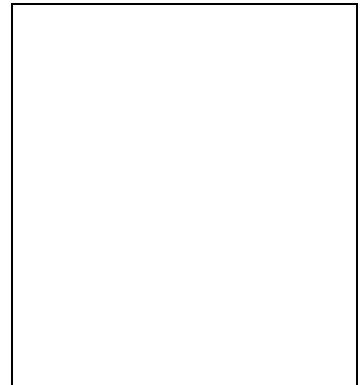
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**Signature of person signing proposal**

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**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*





## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Name:\_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.



## **ATTACHMENT A**

### **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.



## City - Contractor Agreement #C -

### For

## ENERGY MANAGEMENT PARTNER SERVICES

This Agreement is entered into by and between the Energy Management Partner (EMP),

And the City of Newton, a municipal corporation acting by and through its Chief Procurement Officer but without personal liability to him (hereinafter the "City"): collectively, the "parties".

WHEREAS, the City wishes to promote energy efficiency to its residents.

WHEREAS, the City desires the services of a professional energy consultant to conduct energy audits and,

WHEREAS, the EMP has the capability and knowledge to provide the services the City seeks;

NOW THEREFORE, the parties agree as follows:

### 1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

--Exhibit 1 - City of Newton's Request for Qualifications No. #16-16, dated August 27, 2015 issued by, *Chief Procurement Officer* (hereinafter "RFQ");

--Exhibit 2 – Statement of Qualifications (SOQ) and Price Proposal of \_\_\_\_\_, each dated \_\_\_\_\_, 2015 and signed by \_\_\_\_\_, for and on behalf of the EMP; and

Order of Priority: The provisions of this Agreement control in the event of contrary language in any of the Attachments listed above. In the event of a conflict between the provision of the RFQ and the provisions of the EMP's SOQ, the provisions of the RFQ shall control.

### 2. Special Terms & Conditions

Notwithstanding the provisions of the incorporated Exhibits to the contrary, the parties agree to be bound by the following special terms and conditions:

The term of the contract **shall extend one (1) year from the day of contract execution.** The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding, if any. If for any fiscal year or any part thereof during the term of this Agreement, any funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

### 3. Subcontract

(a) EMP's Responsibility and Subcontracting. Unless clearly stated in the EMP's SOQ and incorporated into this Agreement, none of the services to be provided by the EMP pursuant to this Agreement shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without prior



written consent of the City. No subcontract or delegation shall relieve or discharge the EMP from any obligation or liability under this Agreement. The EMP shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the EMP.

By signing this Agreement, the EMP certifies that it has made all necessary arrangements with \_\_\_\_\_ to create a binding enforceable agreement to require the services of \_\_\_\_\_ to serve as EMP for this Agreement.

#### 4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

#### 5. Arbitration

In the event that at any time during the term of this Agreement disputes arise between the EMP and the City, either party may request resolution of such dispute through any alternative dispute resolution procedure that the parties can agree upon, including arbitration. However, the City does not waive any legal remedies it may have or waive any defense to service of process.

#### 6. Termination

Notwithstanding the provisions of any other agreement to the contrary, either party may terminate this Agreement by written notice which shall be sent no less than thirty (30) days prior to the effective date of such termination.

#### CONTRACTOR

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal here*

No City funds are required for this proposal.

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

#### CITY OF NEWTON

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Director of Sustainability*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

CONTRACT APPROVED

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_



**ATTACHMENT B**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR QUALIFICATIONS #16-16**  
**PRICE PROPOSAL**

This form must be completed and placed, within your price proposal and ensure your envelope is marked:

**PRICE PROPOSAL FOR RFQ #16-16 - ENERGY MANAGEMENT PARTNER SERVICES**

**A. PROPOSAL**

The undersigned proposes to provide Energy Management Partner Services in accordance with the terms and conditions of the above RFQ.

**B. ADDENDA:**

Bidder hereby acknowledges addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**C. FEE STRUCTURE**

Attached Schedule of Charges for energy efficiency equipment and services the EMP will sell to the energy consumers it serves.

**D. BID REJECTION**

In submitting this Price Proposal, it is understood that the right is reserved by the City to reject any and all SOQs.

**E. PERSONS INTERESTED**

The full names and residences of all persons and parties known to the undersigned to be financially interested in this proposal are as follows:

NAME(S)

ADDRESS(S)

\_\_\_\_\_  
\_\_\_\_\_

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Proposer)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(E-mail address)



**Schedule of Charges for Energy Efficiency Equipment and Services**

[To be provided by Proposer]